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April 3, 2025

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### Via Electronic Filing

Chief Judge Carl L. Bucki  
United States Bankruptcy Court  
Western District of New York  
Robert H. Jackson U.S.  
Courthouse  
2 Niagara Square  
Buffalo, NY 14202

Re: The Diocese of Buffalo, N.Y., Adv No. 20-01016

Your Honor:

We represent the Official Committee of Unsecured Creditors (the “**Committee**”) of the Diocese of Buffalo, N.Y. (the “**Diocese**”) and write with respect to the Letter from Mr. Schiavoni [Docket No. 3757] (the “**Insurer Letter**”)<sup>1</sup> on behalf of U.S. Fire Insurance Company (“**US Fire Insurance**”) requesting the Diocese’s objections to certain Abuse Claims be adjourned to no later than May 8, 20205 despite the request of the Diocese and the Committee that such objections be adjourned to June 4, 2025 [Docket No. 3756] (the “**Diocese/Committee Letter**”).

As set forth in the Diocese/Committee Letter, the purpose of the requested adjournment is “to facilitate multiple meetings of mediation which have been scheduled or are expected to be scheduled by the mediators” and “to allow mediation participants to focus on mediation rather than litigating the Objections.”

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<sup>1</sup> The Continental Insurance Company, Employers Insurance Company of Wausau (f/k/a Employers Insurance of Wausau A Mutual Company f/k/a Employers Mutual Liability Insurance Company of Wisconsin) and Wausau Underwriters Insurance Company, and Selective Insurance Company of New York f/k/a Exchange Mutual Insurance Company joined in the Insurer Letter [Docket No. 3767].



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US Fire Insurance is not a party to the Abuse Claims objections at issues and lacks standing to undermine the efforts of the Diocese and the Committee to mediate and resolve these issues. US Fire's self-serving justification that "it will aid in mediation for parties to know what claims and what claims are out" is misplaced. Even if the Court scheduled a hearing on May 8, 2025 regarding such claims in light of the discovery necessary properly to adjudicate the objections, the objections will not be ripe for resolution by May 8, 2025.

*Importantly*, the Diocese and the Committee believe that the adjournment is necessary to facilitate a potential resolution in mediation. As the objections were brought by the Diocese, this Court should give deference to the views of the Diocese and the Committee with respect to the timing of the hearing of such objections rather than permitting US Fire, who is not a party to the objections, to interfere.

As noted in the Diocese/Committee Letter, the Diocese (and the Committee) will be prepared to address the requested adjournment at the April 22, 2025 hearing.

The Committee respectfully requests that the Court adjourn the Abuse Claim objections to June 4, 2025 to facilitate mediation.

Respectfully Submitted,

/s/ *Ilan Scharf*

Ilan D. Scharf

IDS

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